

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 11/12/2020	<b>PREPARED BY:</b> Captain Adam Diaz for Cmdr.Sultemeier
<b>Meeting Date Requested:</b> 11-24-2020	<b>PRESENTED BY:</b> Cmdr Sultemeier
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board <span style="margin-left: 400px;">Time needed:</span>	
<b>SUBJECT:</b> Use of jail facilities/Services between City of Pasco and Franklin County Corrections	
<b>FISCAL IMPACT:</b> When utilized, revenue for daily incarceration cost \$73.27/Day in 2020, \$76.93/Day in 2021, \$80.78/Day in 2022 and \$85.17/Day in 2023. For All bookings there will be a \$45.00 Booking fee.	
<b>BACKGROUND:</b>  The current contract is expiring and this Agreement for use of the jail facilities has been agreed upon and needs to be renewed. The attached has been agreed upon by all parties.	
<b>RECOMMENDATION:</b> Sign the resolution approving the contract agreement for the City of Pasco to utilize the FCCC for its use of the jail facility/incarceration of prisoners.	
<b>COORDINATION:</b> Jim Raymond Jennifer Johnson	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)  Resolution Two Original Contracts	
<b>HANDLING / ROUTING:</b> (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf)  One Original to Franklin County One Original to the City of Pasco.	

*I certify the above information is accurate and complete.*

Captain Adam Diaz Name, Title

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

**IN THE MATTER OF AUTHORIZING AN AGREEMENT MADE  
BETWEEN FRANKLIN COUNTY AND THE CITY OF PASCO, SO  
THAT THE COMMISSIONERS MAY SIGN THE AGREEMENT FOR  
USE OF THE JAIL SERVICES AND CONFINEMENT OF CITY  
PRISONERS AT THE FRANKLIN COUNTY CORRECTIONS CENTER**

**WHEREAS**, both parties wish to renew the Agreement for use of the jail facilities as a place for the City of Pasco to confine inmates in accordance with the law and said agreement and **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Franklin County Commissioners, Franklin County Washington, hereby approves and is authorized to sign the attached Agreement for mutual Use of Jail Facilities between Franklin County and The City of Pasco for the period of this agreement, effective 4 years from January 2020 through December 31 2023. This Agreement may be renewed for successive periods of one year by written mutual agreement executed by all parties hereto.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

## **AGREEMENT FOR USE OF JAIL FACILITIES**

THIS AGREEMENT is made and entered into by and between FRANKLIN COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of PASCO, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

### **1. PURPOSE**

The City, desiring to utilize Franklin County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with Franklin County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Franklin County Justice Center.

### **2. DEFINITIONS**

- (a) "Franklin County Custody Budget" shall mean all expenditure items in such budget.
- (b) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a City police officer for the commission of a misdemeanor or gross misdemeanor, which could be booked as a violation of a City ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.
- (c) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period that a City Prisoner is in the custody at the County jail and shall include when a City Prisoner is only booked and released, as calculated using Intergraph Jail Management System (ILEADS) or Tyler System methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a City prisoner's stay is from 8:00 AM on January 1, 2020 to 1:00 PM on January 3, 2020, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of City Prisoner Days would be three.

3. AVAILABILITY AT JAIL FACILITIES

The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial or case disposition, and/or serving sentences of jail terms on a space available basis; provided, confinement of City Prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Franklin County.

4. COMPENSATION FROM CITY

The City shall pay the County as compensation for its provision of jail facilities and services as specified herein.

- (a) For the 2020 calendar year, the fee for the City Prisoner Day will be seventy-three dollars and twenty-seven cents (\$73.27) per day. The City shall pay to the County seventy-three dollars and twenty-seven cents per City Prisoner Day.
- (b) For the 2021 calendar year, the fee for the City Prisoner Day will be seventy-six dollars and ninety-three cents (\$76.93) per day. The City shall pay to the County seventy-six dollars and ninety-three cents per City Prisoner Day.
- (c) For the 2022 calendar year, the fee for the City Prisoner Day will be eighty dollars and seventy-eight cents (\$80.78) per day. The City shall pay to the County eighty dollars and seventy-eight cents per City Prisoner Day.
- (d) For the 2023 calendar year, the fee for the City Prisoner Day will be eighty-five dollars and seventeen cents (\$85.17) per day. The City shall pay to the County eighty-five dollars and seventeen cents per City Prisoner Day.
- (e) For all Bookings, there will also be an initial forty-five dollars (\$45.00) booking fee to cover the intake processing costs.

5. PAYMENT

The County shall bill the City by submitting a monthly voucher to the City on or before the 15<sup>th</sup> of each month, for the number of City Prisoner Days in the preceding month. The City shall pay the County the compensation set forth in Section 4 hereof within thirty (30) days from receipt of such voucher. Account balances overdue thirty (30) days or more will be subject to a service charge of

1% (one percent) per month (12% (twelve percent) per annum). Should it become necessary, all collection costs shall be paid by the City.

6. MEDICAL COSTS AND TREATMENT.

- (a) The County shall have the right to refuse to accept a City prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.
- (b) The County will provide medical services for all City Prisoners within the jail in accordance with the policies and procedures adopted by the County.
- (c) In the event a prisoner requires medication, medical care, or dental treatment that is not available in the health care program within the jail provided by the County, the City shall be responsible as follows:
  - i. With respect to City Prisoners, the City shall reimburse the County for the cost of all medication, medical care, or dental treatment to the extent such costs are not paid by the prisoner, insurance, public assistance, or other sources, and for the cost of transportation to and from any health care facility that is outside the local area (Tri-Cities).
  - ii. With respect to those prisoners who are not City Prisoners, as defined in Section 2, but who are confined on the basis of charges initiated by the City police officers, the City shall reimburse the County for the cost of all such medication, medical care, dental treatment, and transportation to and from any health care facility outside of the local area (Tri-Cities) that are incurred prior to the disposition of the charges by sentencing, or otherwise, to the extent that the cost is not paid by the prisoner, insurance, public assistance, or other sources.
  - iii. The County shall promptly forward its written requests for reimbursement to the City within sixty (60) days of receipt of a medical billing statement, which shall be attached to such request, from a medical provider providing treatment under this section. Failure to timely submit reimbursement request shall be considered a waiver of the County's right to reimbursement for any medical expenses, dental expenses, or other costs incurred related to a prisoner's healthcare.
- (d) The County agrees to use reasonable efforts to obtain reimbursement from the prisoner, insurance, public assistance, or other sources, for such costs of medication, and medical care, or dental treatment. The County

shall, except in cases of emergency which prevent the County from providing advanced notification, notify the Chief of Police or designee whenever a City Prisoner requires such medication, medical care, or dental treatment, the cost of which is the responsibility of the City pursuant to this Agreement. The City agrees to provide to the County, when notified, written verification of any furlough/Personal Recognizance Court Order to release for the care or treatment for a City Prisoner.

- (e) The County shall, subject to the City's notification required by subsection (d) hereof, have the authority to make arrangements for medication, medical care, or dental treatment not available in the health care program within the jail.
- (f) The County shall be responsible for all medical expenses resulting from accidental injuries incurred during the course of a City Prisoner's, and those who are confined on the basis of charges initiated by the City police officers, incarceration; provided, this subsection shall not relieve the City of its obligations to reimburse the County for medical expenses incurred in connection with any pre-existing medical condition that does not arise due to an accidental injury to a City Prisoner, and those who are confined on the basis of charges initiated by the City police officers, occurring during incarceration. The City shall not be responsible for medical expenses resulting from injuries incurred during the course of a City Prisoner's, and those who are confined on the basis of charges initiated by the City police officers, incarceration related to the intentional tort or criminal conduct of another.

## 7. TRANSPORTATION OF PRISONERS

The City shall be responsible for all transportation cost associated with City Prisoners outside the local area (Tri-Cities), or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners outside of the local area.

## 8. TRANSFER OF CUSTODY

City or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the County officer of the jail with an arrest warrant, citation, court order, other documentation, or a completed detention request form satisfactory to the County officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the County officer may refuse to accept the person for confinement.

The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security, safety reasons, or any other reason which causes the Sheriff or his designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail. Including but not limited to family, social, or employment relationships between the person arrested and one or more members of the correctional staff.

- (a) City Police Officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, and shall be responsible for such person in their sole custody until the County officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the City Police officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.
- (b) City Prisoners shall be subject to all applicable rules, regulations, and standards governing the operation and security of the jail. All City officers delivering prisoners to the County jail shall comply with those rules, regulations, and standards.

#### 9. ACCESS TO PRISONERS

City Police Officers and investigators shall have the right to interview City Prisoners at any reasonable time within the jail. City Police Officers shall be afforded equal priority for the use of jail interview rooms with other departments, including the Franklin County Sheriff's Department.

#### 10. POSTING OF BAIL

The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

#### 11. SPECIAL PROGRAMS.

- (a) Home Monitoring and Other Special off-site Programs:

Prisoners participating in a home monitoring program, or any other program agreed in writing by the parties to be subject to this paragraph 11(a), shall not be included in the calculation of "City Prisoner Days" under paragraph 2(c) of this Agreement. The cost of providing home monitoring or any other agreed special program subject to this paragraph 11(a) shall

be determined by the sentencing judge. The County shall use all best efforts to collect the cost of such special program from the City Prisoner, provided, in the event that a City Prisoner is determined by the sentencing judge to be indigent, as a matter of law, yet otherwise qualifies for such home monitoring or other special program and is unable to pay the entire cost of such special program, the City shall be responsible for the actual cost of providing such special program not paid by the City Prisoner. The County shall provide a monthly statement to the City regarding the City's obligation for payment for such special programs under this subsection.

12. RELEASE OR LEAVE OF CITY PRISONERS.

City Prisoners shall be permitted to leave the jail only:

- (a) Upon the authorized, written request of the City police;
- (b) By order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined;
- (c) For appearance by the prisoner in the Court in which the prisoner has been charged;
- (d) In compliance with a valid writ of habeas corpus;
- (e) For necessary medical or dental treatment or care not available within the jail; or
- (f) When the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING

The County, based on consultation with the City's Chief of Police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners under the current ILEADS system or Tyler Software system. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.



- (a) The City shall indemnify and hold harmless the County and its officers, agents, and employees, to the extent of the City's negligence, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating, or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. With respect to the performance of this Agreement and as to claims against the County, its officers, agents, and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents, and employees, to the extent of the County's negligence, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents, or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail.

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents or employees the County shall satisfy the same in full.

## 15. NON-DISCRIMINATION POLICY

It is the policy of Franklin County that no person shall be subjected to discrimination by the County or by its contractors because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

16. AUTHORITY

This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be four years.
- (b) The purpose of this Agreement is to permit the joint use of the Franklin County Corrections Center for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Franklin County Corrections Center.
- (c) Termination of this Agreement shall be as provided in Section 20 hereof.
- (d) This Agreement shall be administered as provided in Section 17 hereof.
- (e) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of that party initially owning it.
- (f) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities or contracting with another jurisdiction.

17. ADMINISTRATION

This Agreement shall be administered by the Franklin County Sheriff or Franklin County designee.

18. REMEDIES

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor

does payment of a billing or continued performance after notice of a deficiency in performance constitutes acquiescence thereto.

19. DURATION

Upon its effective date, this agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This agreement shall be effective for four (4) years, from January 1, 2020 through December 31, 2023. It may be renewed for a period of one year by written mutual agreement, provided the parties provide one another with at least sixty (60) days advance written notice.

20. TERMINATION


This agreement may be terminated prior to the end of its term by either party for cause upon not less than ninety (90) days advance written notice. Said notice shall set forth the basis for termination.

CITY OF PASCO, WASHINGTON

BOARD OF COUNTY COMMISSIONERS  
Franklin County, Washington

By:   
Dave Zabell, City Manager

\_\_\_\_\_  
Robert E. Koch, Chairman


By:   
Debra Barham, CMC  
City Clerk

\_\_\_\_\_  
Brad Peck, Chair Pro Tem

\_\_\_\_\_  
Clint Didier, Member

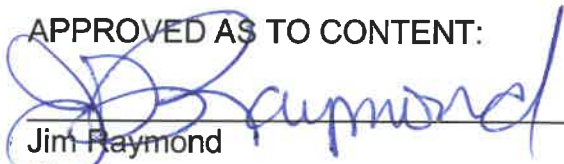
APPROVED AS TO FORM:

ATTEST BY:

  
\_\_\_\_\_  
Kerr Ferguson Law, PLLC  
City Attorney

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jim Raymond  
Sheriff

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jennifer Johnson  
Deputy Prosecuting Attorney